

UNITED STATES DISTRICT COURT  
FOR THE  
DISTRICT OF MASSACHUSETTS

**04 11887 MLW**

HANS RUIGROK,

Plaintiff

v.

SCANDENT GROUP, INC.

Defendants

Oohen MJ

C.A. File No.

RECEIPT #	<u>130</u>
AMOUNT \$	<u>130</u>
SUMMONS ISSUED	<u>N/A</u>
LOCAL RULE 4.1	<u>✓</u>
WAIVER FORM	<u>✓</u>
MCF ISSUED	<u>✓</u>
BY DPTY. CLK	<u>✓</u>
DATE	<u>10/30/04</u>

NOTICE OF REMOVAL

Pursuant to 28 U.S.C. § 1441, Defendant Scudent Group, Inc. (hereinafter referred to as the "Defendant") files this Notice of Removal. As grounds for removal, Defendant submits that:

1. Defendant is a defendant in a civil action entitled HANS RUIGROK V.

SCANDENT GROUP, INC., filed in Essex County Superior Court Department of the Trial Court of Massachusetts, C.A. No. 2004-1480-D.

2. On August 10, 2004, Defendant's registered agent was served with a copy of the Summons and Complaint. A copy of these documents and exhibits are attached as Exhibit A.

3. Plaintiff is a natural person residing at Karthuizersplantsoem 6, 1015 LS Amsterdam, the Netherlands. Complaint ¶ 3.

4. Defendant is a Delaware Corporation with its principal place of business in Atlanta, Georgia. Complaint ¶ 5.

5. Plaintiff's Complaint purports to assert claims for breach of contract and violation of Massachusetts Wage Payment Act, Mass. G. L. ch. 149, § 148, and contains a demand for \$287,500. Complaint §§ 25-34.

6. This Court has jurisdiction over this action pursuant to 28 U.S.C. § 1332 because the matter in controversy exceeds the sum or value of \$75,000.00, exclusive of interest and costs, and is between a citizen of a State and a citizen or subject of a foreign state.

7. No other process, pleadings or orders have been served on Defendant to date in the above-captioned case, except for Plaintiff's Ex Parte Motion for Appointment of Special Process Server. This petition for removal is being filed within 30 days of Defendant's receipt of initial notice of this action, as required by 28 U.S.C. § 1446.

8. A true copy of this notice will be filed with the Clerk of the Essex County Superior Court Department of the Trial Court of Massachusetts, as required by law.

WHEREFORE, Defendant respectfully request that this action be removed to the United States District Court for the District of Massachusetts.

Burlington, Vermont.

August 24, 2004

SCANDENT GROUP, INC.

By: Patricia M. Sabalis  
Patricia M. Sabalis  
BBO # 436730  
Downs Rachlin Martin PLLC  
199 Main Street, P.O. Box 190  
Burlington, VT 05402-0190  
(802) 863-2375

*Attorneys for Defendant*

I hereby certify that a true copy of the above document was served upon Gregg A. Rubenstein, Nixon Peabody LLP, 100 Summer Street, Boston, Massachusetts 02110-1832, the attorney of record for Plaintiff, by first class mail on August 26, 2004.

Patricia M. Sabalis  
Patricia M. Sabalis

# EXHIBIT A

**Service of Process Transmittal Form****Boston, Massachusetts****08/10/2004****Via Federal Express (2nd Day)**

**TO:** Siddharth Mittal  
 Scadent Group, Inc.  
 340 Interstate, North Parkway  
 Suite 340  
 Atlanta, GA 30339

**RE: PROCESS SERVED IN MASSACHUSETTS****FOR** Scadent Group, Inc. Domestic State: De**ENCLOSED ARE COPIES OF LEGAL PROCESS RECEIVED BY THE STATUTORY AGENT OF THE ABOVE COMPANY AS FOLLOWS:**

- 1. TITLE OF ACTION:** Hans Ruigrok, Pltf. vs Scadent Group Inc., Dft.
- 2. DOCUMENT(S) SERVED:** Summons, Complaint, Exhibits
- 3. COURT:** Commonwealth of Massachusetts, Lawrence Superior Court  
Case Number 2004-1480-D
- 4. NATURE OF ACTION:** Violation of Massachusetts Wage Payment Act/Breach of Contract
- 5. ON WHOM PROCESS WAS SERVED:** CT Corporation System, Boston, Massachusetts
- 6. DATE AND HOUR OF SERVICE:** By Process server on 08/10/2004 at 12:00
- 7. APPEARANCE OR ANSWER DUE:** Within 20 Days
- 8. ATTORNEY(S):** Gregg A. Rubenstein  
Nixon Peabody, LLP  
100 Summer Street  
Boston, MA 02110

**9. REMARKS:****SERVED** CT Corporation System

**PER  
ADDRESS** Yvette Concepcion  
101 Federal Street  
Boston, MA 02110  
SOP WS 0006519188

Information contained on this transmittal form is recorded for C T Corporation System's record keeping purposes only and to permit quick reference for the recipient. This information does not constitute a legal opinion as to the nature of action, the amount of damages, the answer date, or any information that can be obtained from the documents themselves. The recipient is responsible for interpreting the documents and for taking the appropriate action.

**COMMONWEALTH OF MASSACHUSETTS**

ESSEX, SS:

SUPERIOR COURT DEPARTMENT  
OF THE TRIAL COURT**HANS RUIGROK,****Plaintiff,****v.****SCANDENT GROUP, INC.****Defendant.****C.A. NO. \_\_\_\_\_****COMPLAINT AND JURY DEMAND**

For its Complaint against defendant Scudent Group, Inc. ("Scudent"), plaintiff Hans Ruigrok alleges as follows:

**NATURE OF THE ACTION**

1. This action is brought to enforce the Massachusetts Wage Payment Act and Mr. Ruigrok's employment contract. As an employee of Scudent, Mr. Ruigrok performed services on behalf of and at the request of Scudent pursuant to the terms of an employment contract. Despite terminating Mr. Ruigrok's employment on or about December 12, 2003, Scudent has failed to pay Mr. Ruigrok for contractual wages, severance pay and deferred compensation. As a result, Scudent has failed to pay Mr. Ruigrok approximately \$187,500 in wages and contractual payments due to him. Despite making multiple demands upon Scudent for such Unpaid Wages and contractual amounts due, Scudent has failed to make payment of any Unpaid Wages or contractual amounts owed to Mr. Ruigrok.

2. By this action, Mr. Ruigrok seeks, among other things, all Unpaid Wages due to him, all contractual amounts owed to him, treble damages, attorney fees, interest, and such other relief as the Court deems just and appropriate.

**FILED**  
**IN THE SUPERIOR COURT**  
**FOR THE COUNTY OF ESSEX**

AUG - 6 2004

BOS1398416.2



CLERK

**FACTUAL BACKGROUND****The Parties and Jurisdiction****Hans Ruigrok**

3. Hans Ruigrok is a natural person residing at Karthuizersplantsoen 6, 1015 LS Amsterdam the Netherlands.
4. At all relevant times Mr. Ruigrok was employed by Scalent as its President, North America and President Continental Europe, working from offices in Massachusetts and the Netherlands.

**Scalent Group, Inc.**

5. Scalent Group, Inc. is a Delaware corporation registered to conduct business in the Commonwealth of Massachusetts. Scalent maintains its Regional North American headquarters in Andover, Massachusetts.

6. Scalent performs consulting services throughout the world for various healthcare providers and institutions. Its consulting services focus on providing to its clients IT Services, Enterprise Services, Business Process Outsourcing and Marketing & Sales Consulting.

7. In 2002, Scalent interviewed and hired Mr. Ruigrok as its President, North America working with a base of operations at its Andover, Massachusetts office.

8. Scalent and Mr. Ruigrok entered into an employment contract governing the terms of his employment with Scalent, a true and accurate copy of which is attached as Exhibit A.

9. Throughout Mr. Ruigrok's employment with Scalent, Scalent withheld federal and Massachusetts payroll taxes from Mr. Ruigrok's wages and remitted such taxes to the United States and the Commonwealth of Massachusetts.

**Subject Matter Jurisdiction**

10. Pursuant to G.L. c. 149, § 150 and c. 151, § 20, on or about February 19, 2004, Mr. Ruigrok filed a complaint with the Attorney General's office regarding the Unpaid Wages. A true and accurate copy of that complaint is attached as Exhibit B.

11. On April 2, 2004, Ronnie A. Cabezas, Assistant Attorney General, responded to Mr. Ruigrok's complaint and authorized the immediate filing of suit pursuant to G.L. c. 149, § 150 and c. 151, § 20. A true and accurate copy of such authorization is attached as Exhibit C.

12. This Court has subject matter jurisdiction over this action pursuant to G.L. c. 212, § 4, in that it is an action for money damages with a reasonable likelihood of recovery in excess of \$25,000. Venue is proper in this county pursuant to G.L. c. 223, § 1.

**Mr. Ruigrok's Employment With The Studer Group**

13. On or about October 18, 2002, Satyen Patel, Scendent's Chief Operating Officer, extended an offer of employment to Mr. Ruigrok to join Scendent as its President, North America which Mr. Ruigrok accepted.

14. The terms of Mr. Ruigrok's employment contract provide that Mr. Ruigrok would receive an annual base salary of \$250,000. The employment contract also provides that Mr. Ruigrok would be eligible to earn annual incentive pay of up to an additional \$200,000.

15. The employment contract also provides that if Mr. Ruigrok's employment were terminated he would receive 60 days advance written notice of such termination and a severance payment of 3 months On Target Earnings.

**Scendent Breaches the Employment Contract**

16. During the month of May, 2003, various officials at Scendent told Mr. Ruigrok that it intended to reduce his salary below \$250,000 per year.

17. Mr. Ruigrok responded to those officials both orally and in writing that such a reduction would constitute a breach of his employment contract and that he did not consent to a modification of the terms of his employment contract.

18. On or about May 27, 2003, Scudent wrote to Mr. Ruigrok purporting to change the terms of his employment contract. A true and accurate copy of the My 27, 2003 correspondence is attached as Exhibit D. Specifically, Scudent sought to reduce Mr. Ruigrok's annual compensation and permanently relocate him to continental Europe. Despite purporting to immediately lower his base salary, Scudent also stated that the lost base salary would only be deferred and subsequently paid if certain sales goals were met over the next twelve months.

19. Subsequently, Mr. Ruigrok responded to Scudent's May 27, 2003 correspondence, again rejecting the terms of the proposed changes to his employment contract.

20. Despite Mr. Ruigrok's specific rejection of the offer to modify the terms of his employment contract, Scudent lowered his salary.

**Scudent Terminates Mr. Ruigrok's Employment and Fails to Pay Severance, Deferred Compensation and Proper Salary in Lieu of Notice**

21. On or about December 12, 2003, Scudent wrote to Mr. Ruigrok purporting to terminate his employment for failure to meet certain sales goals.

22. Despite its obligation to do so, Scudent refused to allow Mr. Ruigrok the full twelve months promised to achieve certain sales goals and refused to pay Mr. Ruigrok the difference between the base salary guaranteed to him in his employment contract and the reduced salary Scudent paid to Mr. Ruigrok in breach of his employment contract and without Mr. Ruigrok's authorization.

23. Despite its obligation to do so, Scudent refused to pay Mr. Ruigrok the three months of On Target Earnings severance that was due to him pursuant to his employment contract.

24. Despite its obligation to do so, Scudent did not provide Mr. Ruigrok with 60 days advance notice of his termination from employment or pay Mr. Ruigrok for such days at his contractual rate of pay.

**COUNT I**

**Violation of the Massachusetts Wage Payment Act, G.L. c. 149, § 148**

25. Mr. Ruigrok repeats the allegations in paragraphs 1 through 24, supra.
26. Mr. Ruigrok was an "employee" of Scudent pursuant to G.L. c. 149, § 1.
27. Scudent is an "employer" pursuant to the G.L. c. 149, § 1.
28. Scudent has violated the Massachusetts Wage Payment Act, c. 149, § 148 by failing to pay Mr. Ruigrok wages in lieu of notice at his contractual wage rate and wages at his contractual wage rate for services actually performed.

Wherefore, Mr. Ruigrok demands judgment against Scudent for \$87,500, plus treble damages, reasonable attorney fees, interest, costs and such other relief as deemed appropriate by the Court.

**COUNT II**  
**Breach of Contract**

29. Mr. Ruigrok repeats the allegations in paragraphs 1 through 28, supra.
30. Scudent breached Mr. Ruigrok's employment contract by unilaterally and without Mr. Ruigrok's agreement reducing his base salary from \$250,000 per annum to \$150,000 per annum.

31. Scudent breached Mr. Ruigrok's employment contract by failing to pay him for services performed at the contractual rate of pay.

32. Scudent breached Mr. Ruigrok's employment contract by terminating his contract without providing him 60 days advanced written notice.

33. Scudent breached Mr. Ruigrok's employment contract by terminating his contract without providing him 60 days pay in lieu of notice at his contractual rate of pay.

34. Scudent breached Mr. Ruigrok's employment contract by failing to pay him three months severance at On Target Earnings under his employment contract.

Wherefore, Mr. Ruigrok demands judgment against Scudent for \$200,000, interest, costs and such other relief as deemed appropriate by the Court.

**JURY DEMAND**

Mr. Ruigrok demands a jury trial on all issues so triable.

HANS RUIGROK

By his attorneys,

  
\_\_\_\_\_  
Gregg A. Rubenstein (BBO #639680)  
NIXON PEABODY LLP  
100 Summer Street  
Boston, MA 02110  
617-951-6600

Date: August 6, 2004

## EXHIBIT A



18<sup>th</sup> October 2002

(Confidential)

Dear Hans,

On behalf of Scalent Group Inc., we are pleased to offer you the position of President, North America, Scalent Group Inc, USA. This letter summarizes the terms and conditions of your employment with the Company.

Your employment with the Company will begin on October 1<sup>st</sup> 2002. You will operate from our offices in Boston.

In this capacity, you will take responsibility for the complete Scalent offerings for the Americas. In addition you will drive the MatrixOne practice globally.

Your compensation is as detailed in Exhibit A and consists of a Base Salary and Incentives that will accrue based on achievements of Targets. The base salary component will be paid monthly once by the First week of the month. Your Compensation will be paid less payroll taxes and normal payroll deductions. Your monthly paycheck and pay stub will be mailed to you during the first week of every month to your residential address.

Company will provide in accordance with its procedures and policies Medical insurance coverage including dental and vision benefits under the PPO plan for you and your immediate eligible dependants for the period of your employment with the Company.

You will be eligible for vacation leave of fifteen (15) working days per calendar year (accruing at the rate of 1.25 days per month of service completed), three (03) sick days per calendar year and three (03) personal leave days per calendar year. After one year, unused vacation days will be paid at your base salary rate in case of encashment.

For the first six months of employment Scalent guarantees the On Target Earnings. (Base plus on target commission and bonuses)

You will devote your best efforts, time, attention and ability to the business of the Company and will not take any interest, either directly or indirectly, in any business activity likely to compete with those of Scalent Group Inc. Towards this you will have to sign a Technology and Confidentiality Agreement enforceable in the court of law in the state of Massachusetts .

Your employment with the Company can be terminated without cause by serving you with the 60 days written notice from the Company.

Page 2

In the event of your seeking separation from the services of Scalent Group Inc , it is mandatory for you to

A handwritten signature, possibly belonging to the recipient, is placed here.

A handwritten signature, possibly belonging to the sender, is placed here.



give 60 days notice in writing or salary in lieu thereof to the Company.

In the event that your performance is found to be below the laid down standards of satisfactory performance or as agreed mutually at the time of your joining, your employment will be terminated with 60 days written notice from the Company. A severance payment of 3 months OTE (On Target Earnings) will be granted.

At your exit interview or upon termination, you will learn how you can continue your insurance coverage according to the Federal Consolidated Omnibus Budget Reconciliation Act (COBRA) of 1985, with Scadent Group Inc., or loss of eligibility to remain covered under our group health insurance program, you and your eligible dependents may have the right to continued coverage under our health insurance program for a limited period of time at your own expense. Please consult the Human Resources Dept. for any additional details.

Any dispute arising due to your employment will be referred to, dealt by and settled by courts, which are under the jurisdiction of the State of Massachusetts only.

All programs, systems data, manuals, literature and other materials handled/designed by you pursuant to your duties with the Company will at all times be the sole property of the company and will be considered proprietary information belonging to the company. Also, the company will at all times have the sole proprietary right in any new system which you may develop while in the company's service.

Please confirm your acceptance of the terms in this Offer letter by signing and returning one (1) copy for our records.

Once again I take great pleasure in welcoming you to the 'Scadent Family' and look forward to many years of mutually beneficial relationship.

Sincerely,  
For Scadent Group Inc.,

A handwritten signature over a horizontal line.

for  
Satyen Patel  
Chief Operating Officer

Accepted and agreed:

A handwritten signature over a horizontal line.

18<sup>th</sup> October 2002



**Mr. Hans Ruigrok,  
President-North America**

#### EXHIBIT A

(Constituting an integral part of the letter to Mr. Hans Ruigrok of this date)

Ownership Option agreement. Scalent is working on an ownership / option agreement. Currently this agreement is scheduled to be ready before the end of calendar year 2002. Hans Ruigrok will be granted a same percentage as the other geography presidents.

**Base Salary:**

**Base Salary : 250,000 US Dollars/- (Gross Annually)**  
**Payable in 12 equal monthly installments**

**Incentive Pay : 200,000 US Dollars/-(Annual at 100% quota achievement)**  
**(Payable as per criteria mentioned below)**

<u>Target Achievement</u>	<u>Incentive % per % target achieved</u>	<u>Incentive %age</u>
0%-20%	0.50%	10%
>20%-30%	1.0%	30%
>30% -50%	1.20%	60%
>100%	1.75%	

**Targets to be achieved:**

The fiscal year for this purpose is October 2002 through September 2003.

	<u>1<sup>st</sup> Year Target</u>	<u>@100% target realization total Commission</u>
Total Revenue America's:	\$25,000,000	\$72,000
EBITDA America's:	\$ TBD	\$48,000
Global Revenue MatrixOne related business	\$12,000,000	\$48,000
EBITDA Global MatrixOne related business	\$ 4,000,000	\$32,000

Note: Global Revenue MatrixOne related business consists of all revenue related to the MatrixOne relationship, (SI, BAO, IT Services, ECC, Dev Labs etc) but excluding the MatrixOne India revenue. Total Revenue America's includes all revenues generated in America (Mone, SI, BPO, ECC, IS, Liberty Mutual)

*hn*

*JR*



Example Commission calculation:

Revenue America's realization 90%:

-20% = 10% of \$72,000 = 7,200

21-50% = 30% of 72,000 = 21,600

51-90% = 1.2%\*40\* 72,000= 34,560

Total comp for Revenue = \$63,360

EBITDA America's realization 120%:

-100% compensation = \$48,000

20% \* 1.75% \* 48,000 = \$16,800

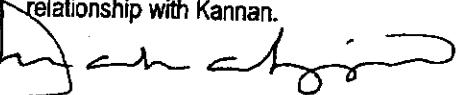
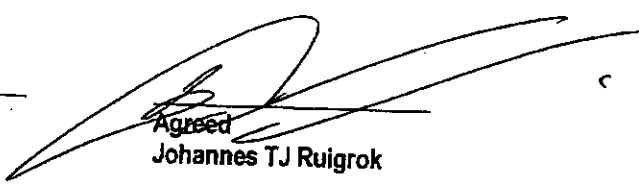
Total comp for EBITDA America's = \$64,800

Location

You will work out of our office in Massachusetts.

Reporting Relationship

You will have the direct reporting relationship with the Chief Operating Officer and a dotted line relationship with Kannan.

  
  
for Satyen Patel  
Chief Operating Officer  
Johannes TJ Ruigrok  
Agreed

October 18, 2002

October 18, 2002



**NIXON PEABODY LLP**

ATTORNEYS AT LAW

101 Federal Street  
Boston, Massachusetts 02110-1832  
(617) 345-1000  
Fax: (617) 345-1300

Gregg A. Rubenstein  
Direct Dial: (617) 345-6184  
E-Mail: grubenstein@nixonpeabody.com

February 19, 2004

**CERTIFIED MAIL RETURN RECEIPT REQUESTED**

Office of the Attorney General  
Fair Labor & Business Practices Division  
200 Portland Street  
Boston, MA 02114

RE: Non-Payment of Wages Complaint Form for Hans Ruigrok

To Whom It May Concern:

Enclosed for filing please find a completed Non-Payment of Wage Complaint Form on behalf of Hans Ruigrok. If it does not appear that your office will be able to complete its investigation of this claim within 30 days, I request written permission to file suit on behalf of Mr. Ruigrok prior to the expiration of the ninety day waiting period.

Thank you for your attention to this matter. If I may be of any further assistance in the investigation of this matter, please do not hesitate to contact me.

Very truly yours,

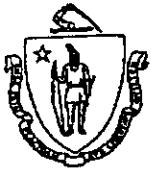
A handwritten signature in black ink, appearing to read "Gregg A. Rubenstein".

Gregg A. Rubenstein

Enclosure

Cc: Patricia M. Sabalis, Esq. (counsel for employer)  
Hans Ruigrok

BOS1355533.1



THE COMMONWEALTH OF MASSACHUSETTS  
 OFFICE OF THE ATTORNEY GENERAL  
 200 Portland Street  
 Boston, MA 02114

TOM REILLY  
 ATTORNEY GENERAL

617)727-2200

**Non-Payment of Wage Complaint Form**

**EMPLOYEE INFORMATION:**

Name: Hans Ruigrok Soc. Sec. #: 020 84 7122

Address: Noordermarkt 11c

City: Amsterdam, Netherlands State: XX Zip: XX

Date of Birth: 3/18/59 Work Phone: \_\_\_\_\_ Home Phone: \_\_\_\_\_

What type of work did you perform: Responsible for complete Scadent IT consulting services throughout United States

**EMPLOYER INFORMATION: (complaint will not be accepted unless this section is completed.)**

Company Name: Scadent Group

Address: 138 River Road, Suite 210

City: Andover State: MA Zip: 01810

Phone: 978 . 989 . 0099 Total number of employees in company: \_\_\_\_\_

President/Owner Name: Ramesh Vangal Title: Chief Executive Officer

Local Manager Name: Salyen Patel

Town where work was performed: Andover

**WAGE/BENEFIT INFORMATION:**

Date of Hire: 10/1/2002 Were you discharged? yes Date of discharge: 12/12/2003

Did you leave? no Date: \_\_\_\_\_ Reason for leaving: \_\_\_\_\_

If you left, did you make a personal demand for this money? \_\_\_\_\_

If yes, what was the response of the employer: \_\_\_\_\_

Rate of Pay: \$ 250,000 per (hour/week): year Unpaid Wages: 280,528.00

What dates did you work for the money which you claim you are owed:

From 05 / 01 / 03 to 12 / 12 / 03 Total amount owed: \$ 280,528.00

Have you signed a contract as a consultant or independent contractor? No

Do you have an attorney representing you in this matter? Yes

Have you taken any other action against your employer in this matter? No

If yes, please explain:

Are you willing to fully cooperate with the Attorney General's Office, which may include appearing in court? Yes

EXPLAIN IN DETAIL the facts relating to why you were not paid or why you are filing this complaint. If your complaint involves vacation pay, briefly explain how you earned vacation time (e.g. one week per year, one week after one year, monthly accrual, etc.)

Please see attached:

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I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS IS A TRUE STATEMENT OF THE FACTS RELATING TO MY COMPLAINT.

Signature: Gregg A. Rubenstein Date: 2/19/04

Print Name: Gregg A. Rubenstein, Attorney for Hans Ruigrok

Please attach copies of any supporting information (e.g. pay stubs, employment policy, etc...). Important: send only copies, save the originals for your records.

**FILE**

**NIXON PEABODY LLP**  
ATTORNEYS AT LAW

101 Federal Street  
Boston, Massachusetts 02110-1832  
(617) 345-1000  
Fax: (617) 345-1300

Gregg A. Rubenstein  
Direct Dial: (617) 345-6184  
E-Mail: grubenstein@nixonpeabody.com

December 17, 2003

VIA U.S. MAIL AND FAX: (978) 989-9949; 011-44-1344 297 920

Mr. Satyen Patel  
Scalent Group  
138 River Rd., Suite 210  
Andover, MA 01810

Mr. Satyen Patel  
Scalent Network Europe Ltd.  
Units 5 & 6, TTC, Silwood Park, Buckhurst Road,  
Ascot, Berkshire SL5 7PW  
UNITED KINGDOM

RE: Alleged Termination of Hans Ruigrok's Employment

Dear Mr. Patel:

I write on behalf of my client, Hans Ruigrok, concerning your purported December 12, 2003 termination of Mr. Ruigrok's employment with Scalent Group ("Termination Notice"). Contrary to your assertions in the Termination Notice, the termination of Mr. Ruigrok's employment fails to satisfy the terms of his October 18, 2002 Employment Agreement ("Employment Agreement"), is not the product of a mutual agreement and any monies deposited into his bank account are not "in full and final settlement of all his dues."

As you know, Scalent Group and Mr. Ruigrok signed the Employment Agreement on October 18, 2002. The Employment Agreement provides that Mr. Ruigrok will have a base annual salary of \$250,000 and be eligible for annual On Target incentive pay of up to \$200,000 per year. The Employment Agreement further provides that Mr. Ruigrok's employment may only be terminated upon 60 days notice and that he shall be entitled to a severance payment equal to 3 months On Target Earnings upon any such termination. This severance obligation arises "[i]n the event [Mr. Ruigrok's] performance is found to be below the laid down standards of satisfactory performance . . ." which is precisely the reason you give for the termination of Mr. Ruigrok's employment in the Termination Notice. In addition to not providing Mr. Ruigrok with the required severance pay, Scalent has failed to make Mr. Ruigrok whole for the unilateral 40% reduction in his base pay that it promised to repay when Mr. Ruigrok met newly imposed sales targets. Mr. Ruigrok has to date met these targets and therefore demands repayment of all "deferred" compensation. Scalent Group has also failed to pay Mr. Ruigrok

BOS13365712

ALBANY, NY • BOSTON, MA • BUFFALO, NY • GARDEN CITY, NY • HARTFORD, CT • MANCHESTER, NH • MCLEAN, VA  
NEW YORK, NY • ORANGE COUNTY, CA • PROVIDENCE, RI • ROCHESTER, NY • SAN FRANCISCO, CA • WASHINGTON, DC

UNITED STATES DISTRICT COURT  
DISTRICT OF MASSACHUSETTS

1. Title of case (name of first party on each side only) Hans Ruigrok v. Scadent Group, Inc.

2. Category in which the case belongs based upon the numbered nature of suit code listed on the civil cover sheet. (See local rule 40.1(a)(1)).

- I. 160, 410, 470, R.23, REGARDLESS OF NATURE OF SUIT.
- II. 195, 368, 400, 440, 441-444, 540, 550, 555, 625, 710, 720, 730, 740, 790, 791, 820\*, 830\*, 840\*, 850, 890, 892-894, 895, 950.
- III. 110, 120, 130, 140, 151, 190, 210, 230, 240, 245, 290, 310, 315, 320, 330, 340, 345, 350, 355, 360, 362, 365, 370, 371, 380, 385, 450, 891.
- IV. 220, 422, 423, 430, 460, 510, 530, 810, 620, 630, 640, 850, 860, 890, 810, 861-865, 870, 871, 875, 900.
- V. 150, 152, 153.

\*Also complete AO 120 or AO 121  
for patent, trademark or copyright cases

04 11887 MLW

3. Title and number, if any, of related cases. (See local rule 40.1(g)). If more than one prior related case has been filed in this district please indicate the title and number of the first filed case in this court.

n/a

4. Has a prior action between the same parties and based on the same claim ever been filed in this court?

YES  NO

5. Does the complaint in this case question the constitutionality of an act of congress affecting the public interest? (See 28 USC §2403)

YES  NO

If so, is the U.S.A. or an officer, agent or employee of the U.S. a party?

YES  NO

6. Is this case required to be heard and determined by a district court of three judges pursuant to title 28 USC §2284?

YES  NO

7. Do all of the parties in this action, excluding governmental agencies of the united states and the Commonwealth of Massachusetts ("governmental agencies"), residing in Massachusetts reside in the same division? - (See Local Rule 40.1(d)).

YES  NO

A. If yes, in which division do all of the non-governmental parties reside?  
 Eastern Division  Central Division  Western Division

B. If no, in which division do the majority of the plaintiffs or the only parties, excluding governmental agencies, residing in Massachusetts reside?

Eastern Division  Central Division  Western Division

8. If filing a Notice of Removal - are there any motions pending in the state court requiring the attention of this Court? (If yes, submit a separate sheet identifying the motions)

YES  NO

(PLEASE TYPE OR PRINT)

ATTORNEY'S NAME Patricia M. Sabalis, Esq.

ADDRESS Downs Rachlin Martin, P.O. Box 190, Burlington, VT 05402-0190

TELEPHONE NO. (802) 863-2375

JS 44 (Rev. 3/99)

**CIVIL COVER SHEET**

The JS-44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

**I. (a) PLAINTIFFS**

Hans Ruigrok

(b) County of Residence of First Listed Plaintiff citizen or subject  
(EXCEPT IN U.S. PLAINTIFF CASES)  
of a foreign country.

(c) Attorney's (Firm Name, Address, and Telephone Number)  
Gregg A. Rubenstein, Esq.

Nixon Peabody LLP  
100 Summer Street  
Boston, MA 02110-1832

**DEFENDANTS**

Scendant Group, Inc.

County of Residence of First Listed

(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE LAND INVOLVED.

**II. BASIS OF JURISDICTION** (Place an "X" in One Box Only)

- |  |  |
|--|--|
| <input type="checkbox"/> 1 U.S. Government Plaintiff | <input checked="" type="checkbox"/> 3 Federal Question<br>(U.S. Government Not a Party)          |
| <input type="checkbox"/> 2 U.S. Government Defendant | <input checked="" type="checkbox"/> 4 Diversity<br>(Indicate Citizenship of Parties in Item III) |

**III. CITIZENSHIP OF PRINCIPAL PARTIES** (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- |   |                                       |                                       |   |                            |                                       |
|---|---------------------------------------|---------------------------------------|---|----------------------------|---------------------------------------|
| Citizen of This State                   | <input type="checkbox"/> 1            | <input checked="" type="checkbox"/> 1 | Incorporated or Principal Place of Business in This State     | <input type="checkbox"/> 4 | <input checked="" type="checkbox"/> 4 |
| Citizen of Another State                | <input type="checkbox"/> 2            | <input checked="" type="checkbox"/> 2 | Incorporated and Principal Place of Business in Another State | <input type="checkbox"/> 5 | <input checked="" type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input checked="" type="checkbox"/> 3 | <input type="checkbox"/> 3            | Foreign Nation  | <input type="checkbox"/> 6 | <input type="checkbox"/> 6            |

**IV. NATURE OF SUIT** (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> Medicare Act <input type="checkbox"/> 152 Recovery of Defaukled Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input checked="" type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability	<b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury	<b>PERSONAL INJURY</b> <input type="checkbox"/> 362 Personal Injury—Med. Malpractice <input type="checkbox"/> 365 Personal Injury—Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability	<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark
<b>REAL PROPERTY</b> <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<b>CIVIL RIGHTS</b> <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/ Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 440 Other Civil Rights	<b>PRISONER PETITIONS</b> <input type="checkbox"/> 510 Motions to Vacate Sentence Habeas Corpus: <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition	<b>LABOR</b> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act	<b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (13 95ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIW C/DIW W (405(g)) <input type="checkbox"/> 864 SSDI Title XVI <input type="checkbox"/> 865 RSI (405(g))
				<b>FEDERAL TAXSUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609

**V. ORIGIN** (PLACE AN "X" IN ONE BOX ONLY)

- |  |  |  |   |   |   |  |
|--|--|--|---|---|---|--|
| <input type="checkbox"/> 1 Original Proceeding | <input checked="" type="checkbox"/> 2 Removed from State Court | <input type="checkbox"/> 3 Remanded from Appellate Court | <input type="checkbox"/> 4 Reinstated or Reopened | Transferred from another district (specify) | <input type="checkbox"/> 6 Multidistrict Litigation | <input type="checkbox"/> 7 Appeal to District Judge from Magistrate Judgment |
|--|--|--|---|---|---|--|

**VI. CAUSE OF ACTION** (Cite the U.S. Civil Statute under which you are filing and write brief statement of cause.)

Breach of contract; violation of Massachusetts Wage Payment Act  
28 U.S.C. Sec. 1332

**VII. REQUESTED IN COMPLAINT:**  CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23 **DEMAND \$ 287,500.00** **CHECK YES only if demanded in complaint:** **JURY DEMAND:**  Yes  No

**VIII. RELATED CASE(S) IF ANY** (See instructions):

JUDG  
E

DOCKET NUMBER

DATE 8/26/04 SIGNATURE OF ATTORNEY OF RECORD Hans Ruigrok  
FOR OFFICE USE ONLY

RECEIPT #   AMOUNT   APPLYING IFFP   JUDGE   MAG. JUDGE